

HOLD HARMLESS AGREEMENT
EMERGENCY TRANSPORTATION

THIS AGREEMENT, made this 28th day of August
1981, between The Anaconda Company, Aluminum Division, hereinafter
called Anaconda, and Ureco Construction Co., hereinafter
called Contractor,

WITNESSETH:

That whereas Contractor has undertaken to perform certain construction and installation work on premises of The Anaconda Company, Aluminum Division, Columbia Falls Reduction Plant, in Flathead County, Montana, involving employment of a considerable number of persons by Contract; and

Whereas there may be occasions when no public ambulance, public conveyance or vehicle owned by Contractor is immediately available for emergency transportation of an ill or injured employee to physician, hospital or Anaconda Medical Dispensary; and

Whereas Anaconda is willing to furnish such conveyance, if available, but only in case of emergency when Contractor cannot furnish or obtain such service elsewhere;

NOW, THEREFORE, the parties hereto have mutually covenanted and agreed as follows:

1. In case of such emergency some responsible employee of the Contractor shall notify the attendant in attendance that such emergency exists, the character of transportation that is desired and the fact that no other means of transportation is immediately available.
2. If the Anaconda ambulance is not then in use or if Anaconda has suitable passenger type automobile available it shall immediately put such vehicle and driver at the service of the Contractor for transportation of the ill or injured employee of the Contractor to either the Hospital, Doctor's offices or the Anaconda Medical Dispensary.

3. The driver furnished by Anaconda shall act solely as driver, subject to directions by Contractor as to route and whether the Kalispell Regional Hospital, North Valley Hospital, Clinics, Doctor's Offices or the Anaconda Medical Dispensary shall be the destination. Any ill or injured person shall be accompanied by at least one representative of Contractor who shall be solely responsible for the moving or assistance of the patient.
4. Contractor shall pay Anaconda for First Aid Conveyance service rendered from the Medical Dispensary to Columbia Falls, Kalispell, or Whitefish if required as follows:
 - a. First Aid Conveyance to Columbia Falls at a rate of \$30.00 per trip, to Kalispell at a rate of \$64.00 per trip, and to Whitefish at a rate of \$44.00 per trip and return in the event the patient is ready to return to plantsite within a fifteen minute period; otherwise, arrangements for patient's return must be made by the Contractor.
 - b. No charge will be made for transportation between construction site and Anaconda Medical Dispensary.
5. Contractor shall save harmless The Anaconda Company, its officers and employees against any and all claims or demands for injury to the property or person of the parties whomsoever where such claims or demands arise from or are incidental to the rendering of transportation services by Anaconda to the Contractor, the Contractor's subcontractors, material men, or the employees or invitees of any of them as above described.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the day and year first above written.

SELLER:

BUYER:

URECO Inc

The Anaconda Company, Aluminum Division

BY: Shen Kartheiser
Authorized Signature

BY: James H. Howe
Authorized Signature